

CITY COUNCIL REPORT



Meeting Date: October 11, 2011
General Plan Element: *Public Services and Facilities*
General Plan Goal: *Provide reliable power and communication services that match the character of Scottsdale*

ACTION

Wireless License Agreement Amendment at Well Site 4 – 6030 North Pima Road. Adopt Resolution 8804 approving License Agreement Amendment 2008-050-COS-A1 with New Cingular Wireless PCS, LLC (New Cingular) permitting the installation of fiber optic cable to upgrade the wireless site at Well Site 4 - located north of the NWC of Pima Road and McDonald Drive at 6030 North Pima Road.

BACKGROUND

The purpose of this action is to approve an amendment to License Agreement 2008-050-COS to allow the installation of fiber optic cable as an upgrade to New Cingular's antenna communication facilities at Well Site 4. This amendment only modifies the area of the original boundary of the license as previously approved by License Agreement 2008-050-COS in order to accommodate the final location of the new cable. No other terms of the agreement are modified by this amendment.

ANALYSIS & ASSESSMENT

Recent Staff Action

Earlier this year staff met on-site with New Cingular representatives and contractors to discuss the proposed fiber optic line upgrade to the existing New Cingular wireless facility at the well site. Installation of the upgrade will not impact the access to nor operation of the well site.

RESOURCE IMPACTS

Available funding

All costs to install the fiber and restore property are New Cingular's responsibility. There is no impact to City resources for this upgrade. The fiber upgrade is crucial to the 4G service in the surrounding area.

OPTIONS & STAFF RECOMMENDATION

City Council Report | Revocable License Agreement Amendment between City of Scottsdale and New Cingular Wireless PCS, LLC at Well Site 4 – 6030 North Pima Road.

Recommended Approach

Adopt Resolution 8804 approving Contract 2008-050-COS-A1 with New Cingular Wireless for the installation of fiber optic at Well Site 4 - located north of the NWC of Pima Road and McDonald Drive at 6030 North Pima Road.

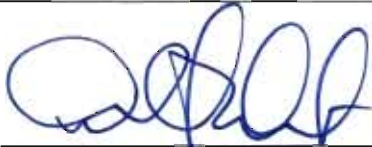
RESPONSIBLE DEPARTMENT(S)

Public Works Division, Capital Project Management Department

STAFF CONTACTS (S)

Kathleen Munroe, Real Estate Management Specialist,
kmunroe@scottsdaleaz.gov

APPROVED BY



Daniel J. Worth, Executive Director, Public Works
(480) 312-5555, dworth@scottsdaleaz.gov

9-27-11

Date

ATTACHMENTS

1. Resolution 8804
2. Location Map
3. Contract 2008-050-COS-A1

RESOLUTION NO. 8804

A RESOLUTION OF THE COUNCIL OF THE CITY OF SCOTTSDALE, MARICOPA COUNTY, ARIZONA, AUTHORIZING A FIRST AMENDMENT TO WIRELESS TELEPHONE ANTENNA SITE REVOCABLE LICENSE AGREEMENT NO. 2008-050-COS BETWEEN THE CITY OF SCOTTSDALE AND NEW CINGULAR WIRELESS PCS, LLC, FOR A WIRELESS TELECOMMUNICATION ANTENNA SITE ON CITY OWNED LAND ON PIMA ROAD NORTH OF MCDONALD DRIVE

(Pima north of McDonald AT&T)

WHEREAS:

A. City of Scottsdale ("City") owns interests in certain real property, known as Well Site No. 4 located north of the northwest corner of Pima Road and McDonald Drive.

B. City and New Cingular Wireless PCS, LLC ("Provider") entered into Agreement No. 2008-050-COS allowing Provider to use a portion of the parcel for construction and operation of a wireless telecommunication site.

C. Provider would like to modify and upgrade its wireless telecommunications site at the stadium site.

D. City desires to allow Provider to make such modifications and upgrades.

NOW, THEREFORE, BE IT RESOLVED by the Council of the City of Scottsdale, Arizona, as follows:

Section 1. The Mayor is authorized to execute the First Amendment to Wireless Telephone Antenna Site Revocable License No. 2008-050-COS-A1 with Provider to amend the agreement.

PASSED AND ADOPTED by the Council of the City of Scottsdale this ____ day of _____ 2011.

CITY OF SCOTTSDALE, an Arizona
Municipal Corporation

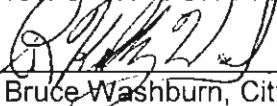
W. J. "Jim" Lane, Mayor

ATTEST:

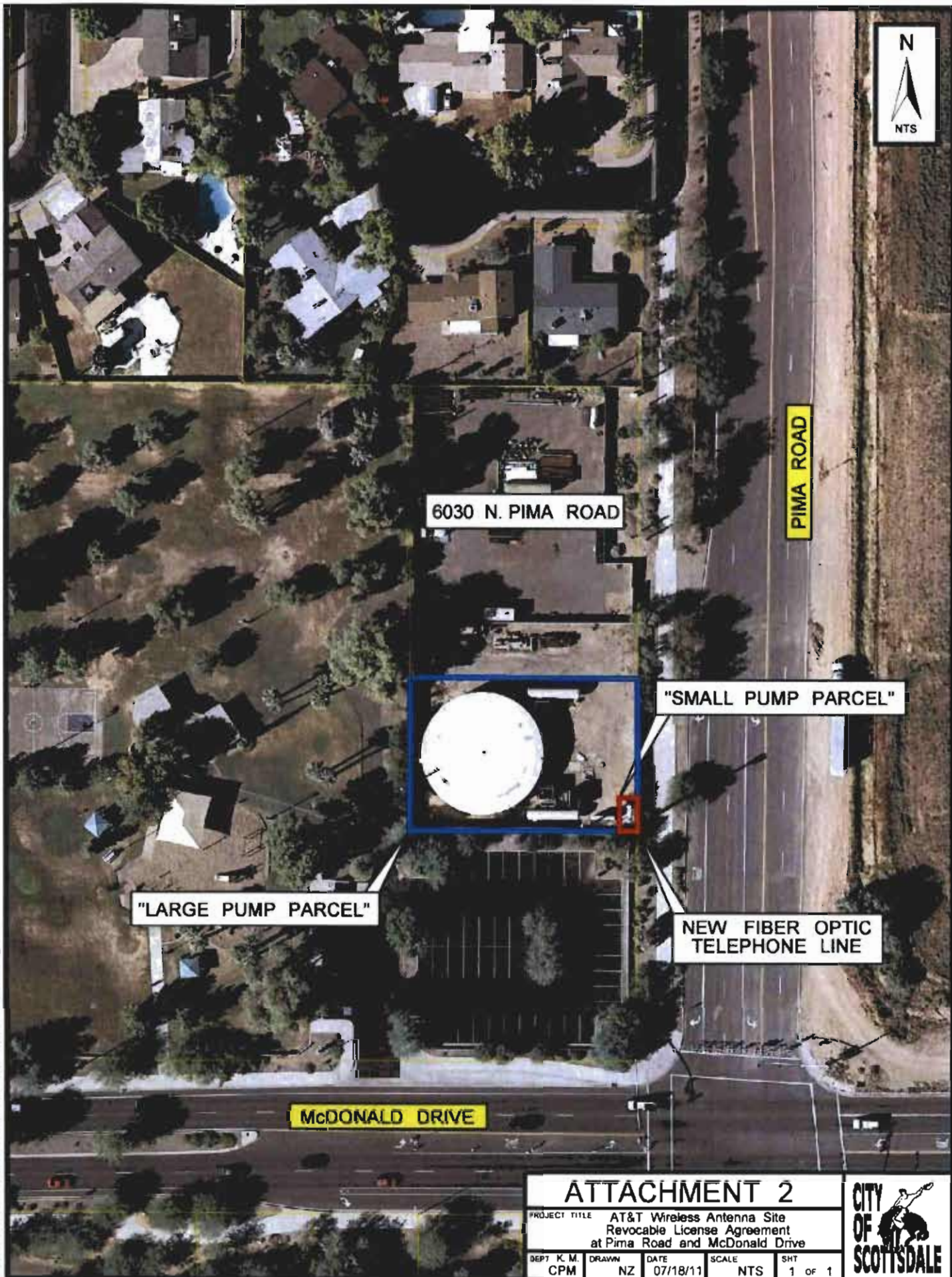
Carolyn Jagger, City Clerk

APPROVED AS TO FORM:

OFFICE OF THE CITY ATTORNEY

By:  *R. Kelly Ward*

Bruce Washburn, City Attorney



ATTACHMENT 2

PROJECT TITLE AT&T Wireless Antenna Site
Revocable License Agreement
at Pima Road and McDonald Drive

DEPT K. M.	DRAWN	DATE	SCALE	SHT
CPM	NZ	07/18/11	NTS	1 OF 1



**FIRST AMENDMENT TO CELLULAR TELEPHONE ANTENNA SITE
REVOCABLE LICENSE AGREEMENT**

THIS FIRST AMENDMENT TO WIRELESS TELEPHONE ANTENNA SITE REVOCABLE LICENSE AGREEMENT (the "Amendment") is made this ____ day of _____, 2011 by and between the City of Scottsdale, an Arizona municipal corporation ("Licensor") and New Cingular Wireless PCS, LLC, a Delaware limited liability company ("Licensee").

RECITALS

A. Licensor owns or holds an interest in the Large Pump Parcel, which is located approximately one hundred fifty feet (150') north of the northwest corner of Pima Road and McDonald drive within the City of Scottsdale in Maricopa County, Arizona.

B. Licensor and Licensee were the original parties to the Cellular Telephone Antenna Site Revocable License Agreement dated June 17, 2008 (the "Original Agreement").

C. The Original Agreement allows Licensee to use certain limited portions of the Small Pump Parcel (located within the Large Pump Parcel) to install and operate the Communication Equipment.

D. Licensee desires to amend the Original Agreement to allow for an additional Signal Route.

E. Undefined terms capitalized in this Amendment have the meanings assigned in the Original Agreement. Unless otherwise specified, exhibit references refer to the exhibits attached to the Original Agreement.

NOW THEREFORE, in consideration of the foregoing and the promises and representations contained herein, Licensor and Licensee agree as follows:

1. Changes to Exhibits. The following changes are made to the exhibits of the Original Agreement:

1.1 A Boundary Plan was attached to the Original Agreement as Exhibit "B". Pages 3 and 4 of the Boundary Plan are hereby deleted and replaced with new pages attached to this amendment as **Schedule 1**, which include an additional Signal Route centerline.

1.2 The legal description attached to this Amendment as **Schedule 2** is hereby inserted as an additional Signal Route centerline at the bottom of page 7 of the Boundary Plan.

2. Miscellaneous. The parties also agree as follows:

2.1 No Further Amendment. Except as expressly amended by specific provisions of this Amendment, the Original Agreement and the parties' respective rights and obligations related to the Original Agreement are not affected by this Amendment.

2.2 Integration. This Amendment constitutes the entire agreement between the parties with respect to amending the Original Agreement and supersedes any prior agreement, understanding, negotiation, draft agreements, discussion outlines, correspondence and memoranda or representation regarding amending the Original Agreement.

2.1 Licensee's Prior Assignees. Licensee warrants and represents that Licensee has not assigned to anyone any rights under the Original Agreement.

2.2 Third Party Beneficiaries. There are no third party beneficiaries to this Amendment or the Original Agreement.

EXECUTED as of the date first given above.

LICENSEE: NEW CINGULAR WIRELESS PCS, LLC, a
Delaware limited liability company

By: AT&T MOBILITY CORPORATION, a
Delaware corporation, its manager

By: [Signature]
Its: SR REAL ESTATE & CONST. LLC

Date: SEPTEMBER 22, 2011

LICENSOR: CITY OF SCOTTSDALE,
an Arizona municipal corporation

By: _____
W. J. "Jim" Lane, its Mayor

ATTEST:

Carolyn Jagger, City Clerk

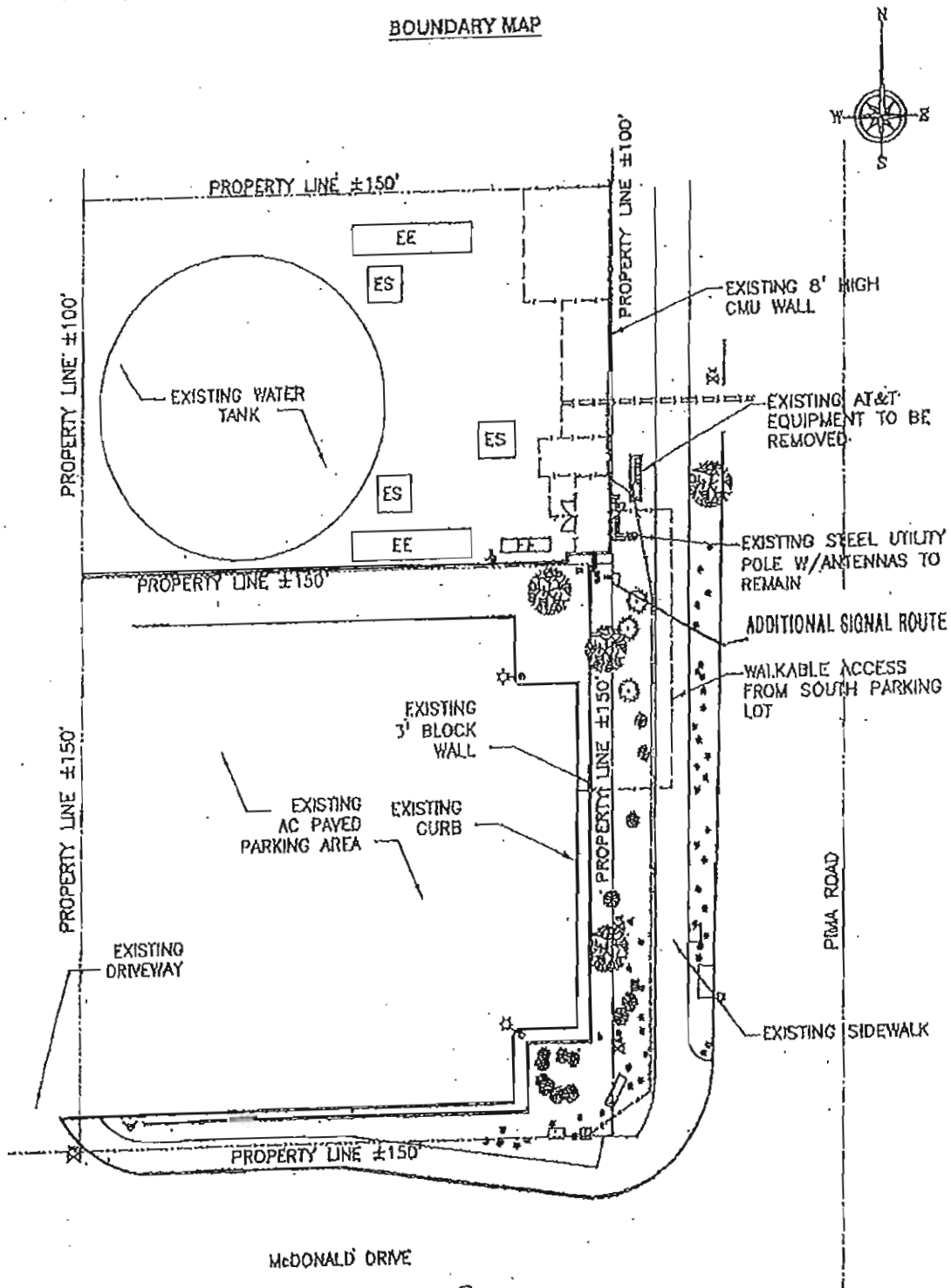
APPROVED AS TO FORM:

OFFICE OF THE CITY ATTORNEY

By: [Signature] R. Kelly Ward
For Bruce Washburn, City Attorney

[Signature]
Stanley Seigal, Asset Management Coordinator

BOUNDARY MAP



McDONALD DRIVE

Exhibit "B"
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ENLARGED BOUNDARY MAP

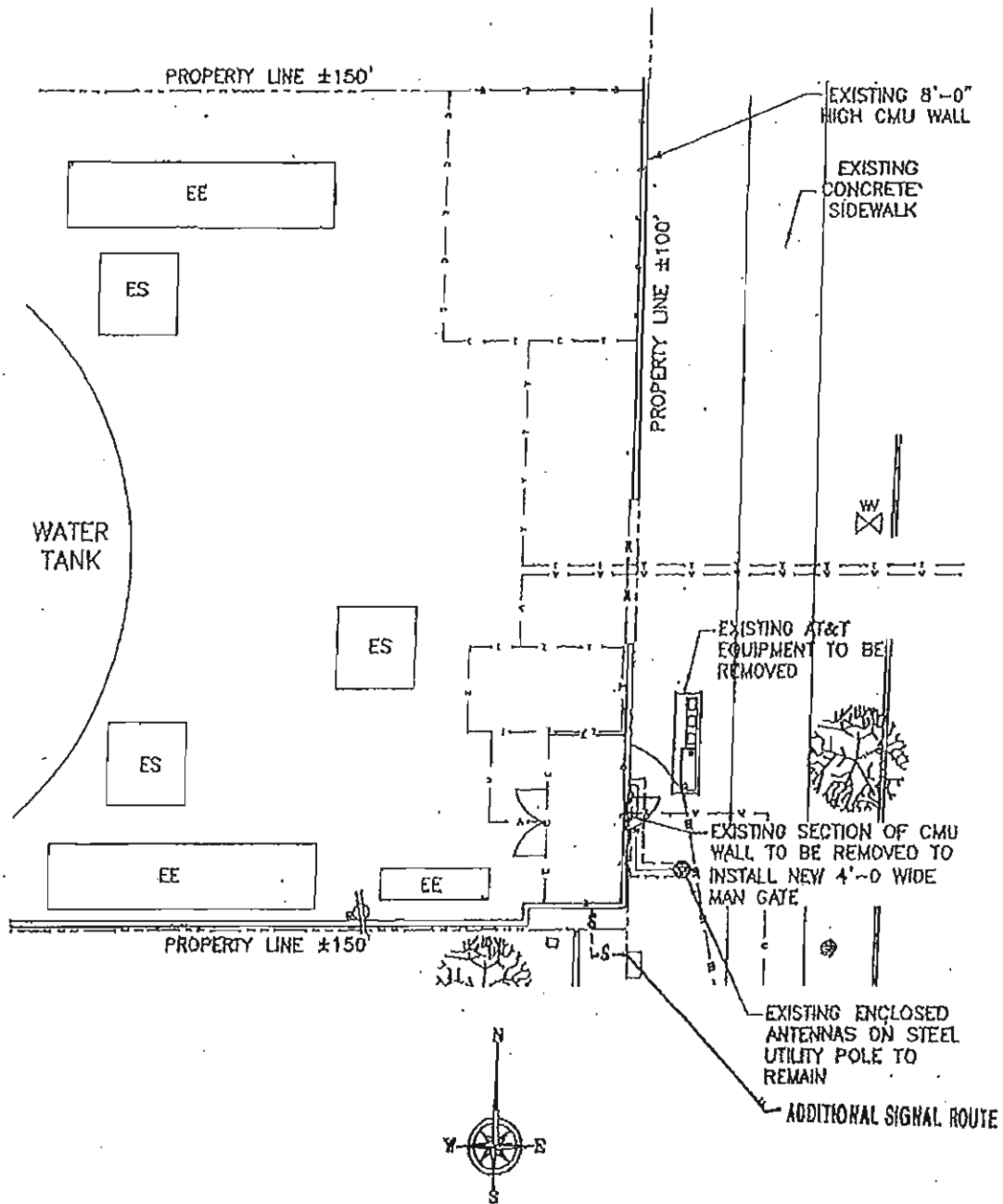


Exhibit "B"
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ADDITIONAL SIGNAL ROUTE LEGAL DESCRIPTION

A PORTION OF THE SOUTHEAST QUARTER OF SECTION 12, TOWNSHIP 2 NORTH, RANGE 4 EAST, OF THE GILA AND SALT RIVER BASE AND MERIDIAN, MARICOPA COUNTY, ARIZONA. DESCRIBED AS FOLLOWS:

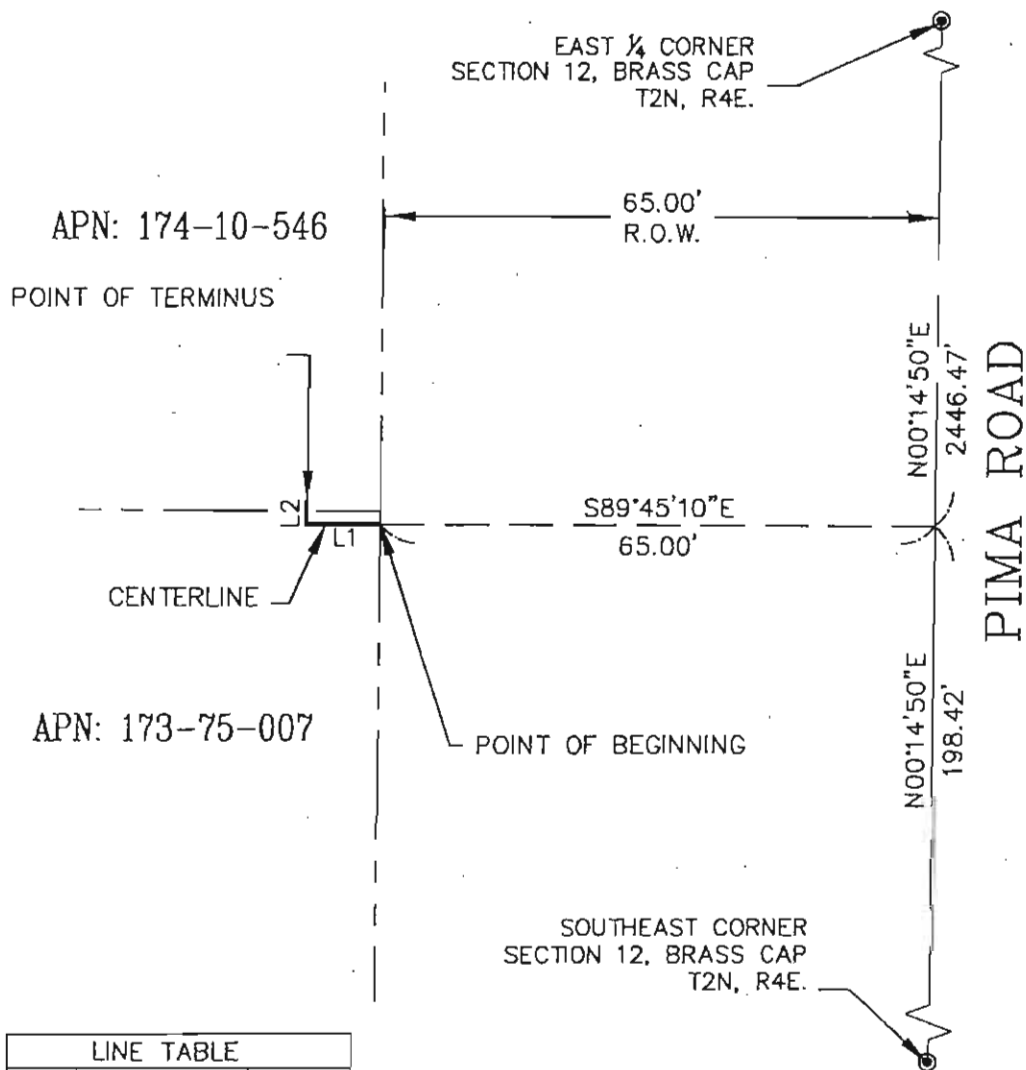
COMMENCING AT A FOUND BRASS CAP BEING THE SOUTHEAST QUARTER OF SAID SECTION 12, FROM WHICH THE EAST QUARTER CORNER OF SAID SECTION BEARS NORTH 00 DEGREES 14 MINUTES 50 SECONDS EAST, A DISTANCE OF 2644.89 FEET FROM A BRASS CAP IN HAND HOLE;

THENCE NORTH 00 DEGREES 14 MINUTES 50 SECONDS EAST ALONG THE EAST LINE OF SAID SOUTHEAST QUARTER, A DISTANCE OF 198.42 FEET;

THENCE NORTH 89 DEGREES 45 MINUTES 10 SECONDS WEST, A DISTANCE OF 65.00 FEET TO THE POINT OF BEGINNING;

THENCE NORTH 89 DEGREES 59 MINUTES 57 SECONDS WEST, A DISTANCE OF 8.69 FEET;

THENCE NORTH 00 DEGREES 02 MINUTES 41 SECONDS EAST, A DISTANCE OF 2.60 FEET TO THE POINT OF TERMINUS.



LINE TABLE		
LINE	BEARING	LENGTH
L1	N89°59'57"W	8.69
L2	N00°02'41"E	2.60

BEARINGS SHOWN HEREON ARE BASED UPON
U.S. STATE PLANE NAD83 COORDINATE
SYSTEM *ARIZONA CENTRAL ZONE*, DETERMINED
BY GPS OBSERVATIONS

Exhibit "B"
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